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**IN THE
COURT OF APPEALS OF INDIANA**

BARRY GEYER,)	
)	
Appellant,)	
)	
vs.)	No. 20A03-0610-CV-468
)	
TERRY S. (GEYER) SERIE,)	
)	
Appellee.)	

APPEAL FROM THE ELKHART SUPERIOR COURT
The Honorable George W. Biddlecome, Judge
Cause No. 20D03-0607-DR-71

April 11, 2007

MEMORANDUM DECISION - NOT FOR PUBLICATION

BAILEY, Judge

Case Summary

Appellant Barry Geyer (“Father”) appeals an order for child support and college expenses for Daric Geyer (“Daric”), the youngest child of his marriage with Appellee Terry Geyer Serie (“Mother”). We reverse.

Issues

Father presents three issues for review. We address the following two issues:

- I. Whether the trial court’s findings of fact and conclusions regarding repudiation of the parent-child relationship are clearly erroneous; and
- II. Whether the trial court abused its discretion by ordering the payment of child support after the child reached twenty-one years of age.¹

Facts and Procedural History

Mother and Father are divorced. Daric lived with Father during his last two years of high school. After his graduation from high school, Daric moved from Father’s home into Mother’s home. Father and Daric did not personally communicate thereafter, although Father mailed a birthday card to Daric approximately two months after he moved out.

Mother and Father reached an agreement with regard to the payment of Daric’s educational expenses at Ivy Tech College. Daric attended Ivy Tech College for several trimesters, accumulating thirty-six credits with a G.P.A. of 3.25. Daric then applied to Indiana Wesleyan University to seek a bachelor’s degree in preparation for serving as a youth

¹ Because of our disposition of the first issue, we need not address Father’s third issue, i.e., that a grant was erroneously excluded from the calculation of college expenses.

minister. On June 8, 2006, Mother filed a “Motion for Additional Educational Support Order.” (App. 90.)

The trial court conducted a hearing on August 14, 2006. On that date, the trial court entered its findings of fact, conclusions and order requiring Father to contribute \$8,266.00 annually² toward the cost of Daric’s college education at Indiana Wesleyan University and to pay child support to Mother in the amount of \$40.00 per week. Father now appeals.

Discussion and Decision

I. Repudiation

Father contends that the trial court erred in concluding that he has a duty to pay Daric’s future college expenses. More specifically, Father argues that the findings and conclusions are clearly erroneous because the evidence establishes that Daric repudiated his relationship with Father, and the trial court acknowledged the estrangement, but nevertheless ordered Father to pay college expenses.

A parent is under no absolute legal duty to provide a college education for his or her children. Snow v. Rincker, 823 N.E.2d 1234, 1237 (Ind. Ct. App. 2005). Nevertheless, a court may order a parent to pay part or all of such costs when appropriate. Id. Decisions to order the payment of extraordinary educational expenses are reviewed under an abuse of discretion standard, while apportionment of expenses is reviewed under a clearly erroneous standard. Id. The trial court has discretion to determine what is included in educational expenses. Id. at 1239-40.

² The tuition was calculated as if Daric were attending a public university instead of a private one.

At the outset, we note that the trial court entered specific findings pursuant to Indiana Trial Rule 52(A). Thus, while deciding whether the trial court abused its discretion, we must also determine whether the trial court's judgment is supported by the conclusions and whether those conclusions are supported by the findings. In re Paternity of A.M.C., 768 N.E.2d 990, 1000 (Ind. Ct. App. 2002). We may affirm the trial court's judgment on any theory supported by the findings. Id. at 1001. Nevertheless, because a judgment entered with findings pursuant to a Trial Rule 52 request is not a general judgment, we may not affirm the judgment merely because it is supported by evidence in the record. Id. Rather, we must determine whether the findings outlined by the trial court are sufficient to support the judgment. Id.

We will not set aside the findings of the trial court unless they are clearly erroneous. Id. at 997. Findings of fact are clearly erroneous when the record lacks any evidence or reasonable inferences to support them. Id. When reviewing findings, we will consider only the evidence most favorable to the findings, and will neither reweigh the evidence nor assess the credibility of the witnesses. Id.

In some circumstances, an adult child's repudiation of his or her parent will obviate a parent's obligation to pay college expenses. Norris v. Pethe, 833 N.E.2d 1024, 1033 (Ind. Ct. App. 2005). Parental repudiation has been defined as "a complete refusal to participate in a relationship with his or her parent." Id.

Here, the evidence points solely to a conclusion that Daric has refused to participate in a relationship with Father since he left Father's home. The birthday card, as well as Father's

payment of several semesters of tuition at Ivy Tech College, went unacknowledged. When Mother testified about the Father/son relationship, she stated, “They don’t have one.” (Tr. 19.) Father testified to an absence of communication with Daric for a two-year period, a contention not disputed by Mother. Daric’s uncle, Tim Geyer, testified that he invited Daric to his home to discuss the father/son rift. In his view, Daric showed “very little interest” in reconciliation and made no “verbal expression of interest.” (Tr. 43.)

Mother, Father, and Daric’s uncle were in agreement that the estrangement was mutual. Indeed, the trial court found “Derick, [sic] and both of his parents, all share in the blame for Derick’s [sic] estrangement from his father.” (Appellee’s App. 2.) Nevertheless, it is undisputed that during the two years of the estrangement, Father fulfilled his obligations of paying child support and tuition at Ivy Tech College.³ After fulfilling those obligations with no corresponding benefit of a relationship, he is asked to pay tuition for three additional years, with every expectation that his adult child will continue to refuse to engage in a father/son relationship during that time.

The trial court’s order speaks in terms of “estrangement” rather than “repudiation.” There is overwhelming, undisputed evidence of record to support the finding of “estrangement.” However, that finding is inconsistent with the conclusion that Father must continue to pay college tuition. The order is clearly erroneous, and Father’s obligation to pay college expenses for Daric is obviated.

³ Because of Daric’s expressed vocational aspirations, the parents had agreed to contribute to Daric’s obtaining the necessary education to become a certified welder. Had Daric continuously pursued this course, he would have obtained an associate’s degree in that two-year period of time.

II. Child Support after Age Twenty-One

Father challenges the trial court's order for child support to the extent that it anticipates the payment of child support after Daric reached the age of twenty-one. Father testified at the August 14, 2006 hearing that Daric would be turning twenty-one "this month." (Tr. 51.) Mother testified that Daric was "currently twenty." (Tr. 9.)

Under our child support statute, a parent's child support obligation terminates when a child is emancipated or reaches age 21, except in certain circumstances, such as the incapacity of the child. Lea v. Lea, 691 N.E.2d 1214, 1215 (Ind. 1998). There is no evidence that Daric is mentally or physically disabled. Father's obligation to pay child support ceased when Daric attained the age of twenty-one. See Ind. Code § 31-16-6-6.

Reversed.

SHARPNACK, J., and MAY, J., concur.